

# EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
SHIRLEY BROWN,

Plaintiff,

-against-

AMERICAN AIRLINES GROUP INC.,  
and JANE DOE,

Defendants.  
-----X

Index No.:

Date Purchased:

Plaintiff designates

**QUEENS**

County as the place of trial

**SUMMONS**

The basis of the venue:

CPLR 504

the place of Plaintiff's injury

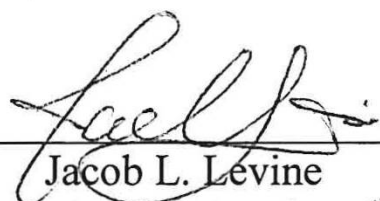
TO THE ABOVE NAMED DEFENDANT(s):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorney(s) within 20 days after the service of this summons, exclusively of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
April 17, 2019

LERNER, ARNOLD & WINSTON, LLP  
Attorneys for Plaintiff

By: \_\_\_\_\_

  
Jacob L. Levine

475 Park Avenue South, 28<sup>th</sup> Floor  
New York, New York 10016  
(212) 686-4655

To: American Airlines Group Inc.: c/o New York State Secretary of State

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
SHIRLEY BROWN,

Plaintiff,

Index No.:

-against-

COMPLAINT

AMERICAN AIRLINES GROUP INC.,  
and JANE DOE,

Defendants.

-----X

Plaintiff, SHIRLEY BROWN, by her attorneys, LERNER, ARNOLD & WINSTON, LLP, as and for their Verified Complaint herein alleges upon information and belief as follows:

1. At all times hereinafter mentioned, Plaintiff SHIRLEY BROWN (“Plaintiff”) was and still is an individual over the age of eighteen, and a resident and citizen of the State of New York, County of New York.
2. At all times hereinafter mentioned, Defendant AMERICAN AIRLINES GROUP INC. (“AMERICAN AIRLINES”) was and still is a domestic corporation incorporated in the State of Delaware with its principal place of business in Texas.
3. At all times hereinafter mentioned, Defendant AMERICAN AIRLINES INC. was and still is a foreign corporation authorized to do business in the State of New York.
4. At all times hereinafter mentioned, Defendant JANE DOE was and still is an individual over the age of eighteen, and a resident and citizen of the State of New York, County of New York.



5. Upon information and belief, at all relevant times, AMERICAN AIRLINES is a common carrier and operated commercial flights and operated the planes thereon.

6. Upon information and belief, at all relevant times, AMERICAN AIRLINES owned the planes traversing the airways, including, but not limited to a plane designated flight AA366 from New York (JFK) to San Diego on August 28, 2017.

7. Upon information and belief, at all relevant times, AMERICAN AIRLINES leased the planes traversing the airways, including, but not limited to a plane designated flight AA366 from New York (JFK) to San Diego on August 28, 2017.

8. Upon information and belief, at all relevant times, AMERICAN AIRLINES was and still is responsible for maintaining the planes traversing the airways, including, but not limited to a plane designated flight AA366 from New York (JFK) to San Diego on August 28, 2017.

9. Upon information and belief, at all relevant times, AMERICAN AIRLINES was and still does operate for maintaining the planes traversing the airways, including, but not limited to a plane designated flight AA366 from New York (JFK) to San Diego on August 28, 2017.

10. Upon information and belief, at all relevant times, AMERICAN AIRLINES was and still is a common carrier for the planes traversing the airways, including, but not limited to a plane designated flight AA366 from New York (JFK) to San Diego on August 28, 2017.

11. Upon information and belief, at all relevant times, AMERICAN AIRLINES was and still is responsible for providing safe passage for its paying customers on board the planes

traversing the airways, including, but not limited to a plane designated flight AA366 from New York (JFK) to San Diego on August 28, 2017.

12. Upon information and belief, at all relevant times, AMERICAN AIRLINES had the duty to protect and maintain the physical safety of its customers and patrons while on board the plane, including, but not limited to a plane designated flight AA366 from New York (JFK) to San Diego on August 28, 2017.

13. On August 28, 2017, Defendant JANE DOE was a lawful paying customer of AMERICAN AIRLINES, on board flight AA366 from New York (JFK) to San Diego.

14. On August 28, 2017, Plaintiff SHIRLEY BROWN was a lawful paying customer of AMERICAN AIRLINES, boarding flight AA366 from New York (JFK) to San Diego.

15. On August 28, 2017, Plaintiff SHIRLEY BROWN was a lawful paying customer of AMERICAN AIRLINES, boarding flight AA366 from New York (JFK) to San Diego when she was seriously injured by JANE DOE before take-off.

16. On August 28, 2017, Plaintiff SHIRLEY BROWN was boarding flight AA366 from New York (JFK) to San Diego, which was docked/parked at the gate at John F. Kennedy Airport in Queens, New York, when a heavy piece of luggage was negligently caused to fall on her head, which caused serious injuries including, but not limited to head injuries including but not limited to, traumatic brain injuries, post-concussion syndrome, migraines, face numbness and nerve damage.

17. Upon information and belief, Defendant AMERICAN AIRLINES, its agents,



servants, and/or employees, were negligent in: creating and/or allowing the plane and its overhead compartments to become and remain in a dangerous, defective and/or unsafe condition, including, but not limited to an inadequate warning of the danger of falling luggage; causing and/or allowing flight AA366 and the overhead luggage to be maintained in a negligent and careless manner; creating and/or permitting a dangerous, defective and/or unsafe condition to exist and/or remain on flight AA366; failing to correct and/or change the dangerous, defective and/or unsafe condition although AMERICAN AIRLINES, their agents, servants and/or employees knew of the existence of the dangerous and unsafe condition; failing to warn Plaintiff and others lawfully upon its planes of the dangerous and defective condition; failing to maintain and/or properly place warning signs, or other devices upon flight AA366 to warn Plaintiff and others lawfully upon its plane of the dangerous, defective and/or unsafe condition; in failing to inspect and/or properly inspect the aforementioned area of the occurrence; failing to repair and/or properly repair the dangerous, defective and/or unsafe condition existing at the aforementioned flight AA366; failing to have competent personnel operate, inspect, oversee and maintain the overhead compartments aboard the plane and particularly the one from flight AA366; failing to instruct such personnel to properly operate, inspect and maintain the overhead compartments; failing to properly supervise such personnel and other passengers aboard the plane; failing to have competent personnel to operate, control and oversee the handling of the overhead compartments; violating those statutes, ordinances, rules and regulations relating to the maintenance, repair, oversight and complicit conduct regarding common carriers overseeing the loading of overhead compartments on a plane; failing to properly create, design, configure and construct its planes for safe passage for all of its customers; failing to exercise that degree of care required under the



circumstances.

18. That on August 28, 2017, Defendant AMERICAN AIRLINES was negligent, careless and reckless in supervising its agents, servants, employees, licensees, contractors and/or subcontractors at the subject airplane; was negligent, careless and reckless in failing to safely own, operate, manage and/or control said airplane and the persons thereat; in failing to prevent the aforesaid physical injury from occurring; and in failing to come to the assistance and aid of the Plaintiff after the injurious event.

19. The aforementioned occurrence took place due to the negligence of the Defendant, AMERICAN AIRLINES, its agents, servants, employees, licensees, contractors and/or subcontractors, acting within the scope of their authority, within the scope of their employment and in the furtherance of their agency.

20. Upon information and belief, Defendant AMERICAN AIRLINES had actual and/or constructive notice of the dangerous, defective and/or unsafe condition of its planes, including, but not limited to a designated flight AA366 from New York (JFK) to San Diego on August 28, 2017.

21. Upon information and belief, Defendant JANE DOE caused the dangerous, defective and/or unsafe condition on flight AA366 from New York (JFK) to San Diego on August 28, 2017.

22. Upon information and belief, Defendant JANE DOE was negligent, careless and reckless in causing injuries to Plaintiff during in-flight boarding; in failing to prevent the

aforesaid physical injury from occurring; in failing to properly load luggage to the overhead compartment; and in failing to come to the assistance and aid of the Plaintiff after the injurious event on flight AA366 from New York (JFK) to San Diego on August 28, 2017.

23. That no negligence on the part of the Plaintiff contributed to the occurrence alleged herein in any manner whatsoever.

24. As a result of the incident, Plaintiff SHIRLEY BROWN has suffered serious injuries, including, but not limited to head injuries including but not limited to, traumatic brain injuries, post-concussion syndrome, migraines, face numbness and nerve damage. As a result of said injuries Plaintiff has become sick, sore, lame and disabled; has suffered, and will continue to suffer pain and anguish in body and mind; and has necessarily received hospital and medical care and treatment for her injuries for which expenses have been and will continue to be incurred.

25. AMERICAN AIRLINES has neglected and refused to adjust or pay Plaintiff's claim.

26. This action has been commenced within three (3) years after Plaintiff's claim arose.

27. By reason of the foregoing, Plaintiff SHIRLEY BROWN is entitled to damages upon his claim for pain and suffering, lost wages and economic damages, each in an amount to be determined by a Queens County Jury at the time of trial.

WHEREFORE, Plaintiff demands judgment against Defendants AMERICAN AIRLINES and JANE DOE, in an amount in excess of all courts of lower jurisdiction, to be



determined by a Queens County Jury at the time of trial, together with the costs and disbursements of this action and such further relief as may be just.

Dated: New York, New York  
April 17, 2019

LERNER, ARNOLD & WINSTON, LLP  
Attorneys for Plaintiff

By

  
Jacob L. Levine

475 Park Avenue South, 28<sup>th</sup> Floor  
New York, New York 10016  
(212) 686-4655

LAW

LERNER • ARNOLD • WINSTON



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COUNTY OF QUEENS

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### SUMMONS AND COMPLAINT

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*Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney duly admitted to practice law in the State of New York, certifies that, upon information and belief based upon reasonable inquiry, the contentions contained in the annexed document are not frivolous.*

Dated: April 17, 2019Signature: Print Signer's Name: Jacob L. Levine

Service of a copy of the within

] is hereby admitted.

Dated:

.....  
Attorney(s) for

**LERNER, ARNOLD & WINSTON, LLP**  
475 Park Avenue South, 28<sup>th</sup> Floor  
New York, New York 10016  
(212) 686-4655